

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				<b>1. Contract ID Code</b> Firm-Fixed-Price		<b>Page 1 Of 5</b>	
<b>2. Amendment/Modification No.</b>  P00008		<b>3. Effective Date</b>  2000MAR03		<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE		<b>5. Project No. (If applicable)</b>	
<b>6. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-B JOYCE DAVIS (309) 782-4420 ROCK ISLAND IL 61299-7630  EMAIL: DAVISJ@RIA.ARMY.MIL		<b>Code</b> W52H09	<b>7. Administered By (If other than Item 6)</b> DCMC SPRINGFIELD BLDG 1 ARDEC PICATINNY NJ 07806-5000  <div style="display: flex; justify-content: space-between;"><span>SCD B</span><span>PAS NONE</span><span>ADP PT SC1012</span></div>				<b>Code</b> S3101A
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  MELSTROM MFG CORP RR #2 BOX 184 RT 547 FARMINGDALE NJ 07727  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>	<b>9A. Amendment Of Solicitation No.</b>		
				<input type="checkbox"/>	<b>9B. Dated (See Item 11)</b>		
				<input checked="" type="checkbox"/>	<b>10A. Modification Of Contract/Order No.</b> DAAE20-97-C-0133		
				<input type="checkbox"/>	<b>10B. Dated (See Item 13)</b> 1997FEB21		
<b>Code</b> 93953		<b>Facility Code</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <div style="margin-left: 40px;"><input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</div> Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. Accounting And Appropriation Data (If required)</b> ACRN: AA NET INCREASE: \$16,000.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: C							
<input type="checkbox"/>	<b>A. This Change Order is Issued Pursuant To:</b> The Contract/Order No. In Item 10A.			<b>The Changes Set Forth In Item 14 Are Made In</b>			
<input type="checkbox"/>	<b>B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).</b>						
<input checked="" type="checkbox"/>	<b>C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:</b> FAR 43.103 AND THE CHANGES CLAUSE						
<input type="checkbox"/>	<b>D. Other (Specify type of modification and authority)</b>						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
<b>14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> SEE SECOND PAGE FOR DESCRIPTION							
<div style="text-align: center;">Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</div>							
<b>15A. Name And Title Of Signer (Type or print)</b>				<b>16A. Name And Title Of Contracting Officer (Type or print)</b> JERRY YOWELL YOWELLJ@RIA.ARMY.MIL (309) 782-6736			
<b>15B. Contractor/Offendor</b>  _____ (Signature of person authorized to sign)		<b>15C. Date Signed</b>		<b>16B. United States Of America</b>  By _____ (Signature of Contracting Officer)		<b>16C. Date Signed</b>	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-97-C-0133 <b>MOD/AMD</b> P00008	<b>Page</b> 2 <b>of</b> 5
<b>Name of Offeror or Contractor:</b> MELSTROM MFG CORP		

SECTION A - SUPPLEMENTAL INFORMATION

This Supplemental Agreement is entered into this \_\_\_\_3RD\_\_\_\_ day of \_\_\_\_MARCH\_\_\_\_, 2000, by and between the United States of America (hereinafter called "Government"), represented by the Contracting Officer executing this agreement, and \_\_\_\_MELSTROM MFG CORP\_\_\_\_ (hereinafter called "Contractor").

WHEREAS, on \_\_\_\_FEBRUARY 21, 1997\_\_\_\_, the Government awarded to the Contractor Contract No. DAAE20-97-C-0133, which, as modified, is hereinafter referred to as "the Contract"; and

WHEREAS, by letter dated \_\_\_\_DECEMBER 22, 1999, the Contractor presented to the Government a request for an equitable adjustment (increase) to the Contract price in the amount of \$\_\_20,000.00\_\_ ; and

WHEREAS, the parties deem it to be in their respective and mutual best interests to fully and finally resolve the matters at issue in the Contractor's claim, and specifically to reach agreement concerning a reasonable contract price adjustment; and

WHEREAS, as a result of negotiations, representatives of the parties reached accord regarding the final resolution of all matters at issue in the Contractor's performance of the Contract;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Government agrees that it will pay, and the Contractor agrees that it will accept, the sum of \$\_\_16,000.00\_\_ as consideration for the complete resolution of all matters at issue or relating to the Contractor's performance of the Contract, including but not limited to those issues presented in the Contractor's letter dated \_DECEMBER 22, 1999\_, and supporting documents.
2. The Government agrees to remit payment of the agreed upon sum, upon the Contractor's submission of a proper invoice through the normal paying office.
3. This Supplemental Agreement constitutes a full and final accord, satisfaction, discharge and release of any and all claims, demands and causes of action that the Contractor has or may have against the Government relative to the Contractor's performance of the Contract, including waiver by the Contractor of any claims for interest or for costs compensable under the Equal Access to Justice Act.
4. This full and final accord and satisfaction encompasses, but is not limited to, all categories of direct and indirect costs which have been cited by the Contractor, whether orally or in writing, in communications concerning its request for equitable adjustment. Additionally, this full and final accord and satisfaction encompasses all categories of direct and indirect costs which result in any way from alleged delay by the Government. The Contractor specifically waives any and all claims which it has or may have against the Government related to any delay occurring during the course of contract performance.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-97-C-0133 <b>MOD/AMD</b> P00008	<b>Page</b> 3 <b>of</b> 5
<b>Name of Offeror or Contractor:</b> MELSTROM MFG CORP		

5. This Supplemental Agreement does not release any warranty-related claims which the Government may have against the Contractor relative to the Contractor's performance under the Contract.

6. This Supplemental Agreement shall not be construed as an admission by either party as to the merits of the issues raised in the above-cited claim, but rather constitutes a negotiated settlement between the parties.

7. As a result of this action, the total contract price is increased by \$\_\_16,000.00\_\_ from \$\_\_170,187.70\_\_ to \$\_\_186,187.70\_\_.

\*\*\* END OF NARRATIVE A009 \*\*\*

Name of Offeror or Contractor: MELSTROM MFG CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div><div>DATA ITEM</div><div>NOUN: CLAIM SETTLEMENT SECURITY CLASS: Unclassified PRON: M161C056M1PRON AMD: 08ACRN: AA AMS CD: 070011</div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W25G1U 3 DEL REL CD QUANTITY DEL DATE 001 1 28-JAN-2000</div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS (W25G1U) TRANSPORTATION OFFICER NEW CUMBERLAND ARMY DEPOT ATTN: SDSNC-TT NEW CUMBERLAND PA 17070-5001</div></div>	1	EA	\$ ** N/A **	\$ 16,000.00

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO	PRIOR AMOUNT	AMOUNT
0001AC	M161C056M1	AA	2	\$ 0.00	\$ 16,000.00
	070011				
				NET CHANGE	\$ 16,000.00

SERVICE	NET CHANGE	ACCOUNTING	INCREASE/DECREASE
NAME	BY ACRN	STATION	AMOUNT
Army	AA	97 X4930AC6G 6D 26KB S11116	W52H09 \$ 16,000.00
			NET CHANGE \$ 16,000.00

PRIOR AMOUNT	INCREASE/DECREASE	CUMULATIVE
OF AWARD	AMOUNT	OBLIG AMT
NET CHANGE FOR AWARD: \$ 170,187.70	\$ 16,000.00	\$ 186,187.70